The weight of authority is with the principal case in holding that a statute which prohibits or regulates the sale of a certain class of liquors without qualification, includes non-intoxicating liquors of that class. *State* v. *Spaulding*, 61 Vt. 509; *Eaves* v. *State*, 113 Ga. 749; *Bradshaw* v. *State*, 76 Ark. 562; *Merkle* v. *State*, 37 Ala. 139; *Eureka Vinegar Co.* v. *Gazette Print. Co.*, 35 Fed. 570; *People* v. *Kinney*, 124 Mich. 486; *State* v. *Jenkins*, 64 N. H. 375; and cases cited in note 20 L. R. A. (N. S.) 1146. and 26 L. R. A. (N. S.) 895. *Contra*: *City of Bowling Green* v. *McMullen*, 134 Ky. 742, 26 L. R. A. (N. S.) 895; *Roberts* v. *State*, 4 Ga. App. 207; *Hardwick* v. *State*, 55 Tex. Crim. App. 140; *Stoner* v. *State*, 5 Ga. App. 716. The regulation of the sale of intoxicating liquors is wholly within the police power of the State, to be exercised in such manner as it deems proper. *Beer Co.* v. *Mass.*, 97 U. S. 25; *Council of Farmville* v. *Walker*, 101 Va. 323, 99 Am. St. Rep. 870; notes to *Booth* v. *People*, 78 Am. St. Rep. 253, and to *Commonwealth* v. *Kimball*, 35 Am. Dec. 331-339. And the legislature has the power in its regulation of the liquor traffic, to declare certain liquors intoxicating when in fact they may not be. *State* v. *Gravelin*, 16 R. I. 407; *Commonwealth* v. *Brelsford*, 161 Mass. 61; *State* v. *O'Connell*, 99 Me. 61; *State* v. *Certain Intoxicating Liquors*, 76 Iowa 243; *Maine* v. *Frederickson*, 101 Me. 37; *Sawyer* v. *Botti*, 147 Iowa 453. The power to regulate and control the sale of non-intoxicating alcoholic liquor does not destroy the power of the legislature to regulate the sale of such non-intoxicating alcoholic liquors, where such regulation is necessary to control the traffic in intoxicating liquors. *Commonwealth* v. *Henry*, 110 Va. 879; *Pennell* v. *State*, 141 Wis. 35. This applies where such non-intoxicating liquor may be used as a subterfuge. But certainly the purpose of the lawmakers in enacting all local option laws is to prohibit and prevent the evils of intemperance caused by the use of intoxicating liquors. Where, as in the principal case, the beverage is non-intoxicating, unfermented, and could not be used as a subterfuge, it must lead to injustice to apply the strict letter, rather than the spirit, of the enactment. Would it not be a reasonable and proper construction of the statute to say that the object of the law was to regulate the sale of malt "liquors" and not malt "liquids?"

MORTGAGES UPON PROPERTY OF CONSTITUENT COMPANIES BECOME A LIEN UPON THE PROPERTY OF A CONSOLIDATED COMPANY.—The Wilmington & New Castle Electric Railway Co. mortgaged to the plaintiff all its real property, "together with all the rolling stock, tools, machinery, implements and materials now belonging or which may hereafter belong to said Railway Company, and now or hereafter in use, or intended for use upon said railways or property," etc. The mortgagor and the New Castle and Delaware City Railway Co. afterwards consolidated and merged into the Wilmington, New Castle and Southern Railway Co. The statute under which the consolidation was effected provided, among other things, that "all the rights of creditors, and all liens upon the property of either of said former corporations, shall be preserved unimpaired, and all debts, liabilities and duties of the respective former corporations shall thenceforth attach to said consolidated corporation." The agreement of consolidation and merger con-

tained substantially the same language. The consolidated corporation, with its own funds, purchased a new car to take the place of a worn out car formerly belonging to the mortgagor. Whether the use of this car was confined to the road formerly owned by the mortgagor does not appear. In this proceeding to foreclose the mortgage, the principal question is whether the lower court erred in decreeing a sale of the new car. *Held,* "Although the car in dispute was purchased by the receivers of the consolidated company, it was nevertheless, after its acquisition, subject to the lien of the mortgage of the Wilmington and New Castle Electric Railway Co., and passed to the purchaser at the sale made under the foreclosure decree." *National Bank of Wilmington & Brandywine* v. *Wilmington, N. C. & S. Ry. Co.* (Del., 1911), 81 Atl. 70. -- also 25 Harv L Rev 294.

"It is common learning in the law that a man cannot grant or charge that which he hath not." PERKINS, GRANTS, § 65. In the doctrine of fixtures this rule finds an exception. A mortgage on real property is a lien upon all subsequently attached fixtures; and rolling stock becomes subject to the mortgage upon the railroad, even though not necessarily held to be fixtures. 1 JONES, RAILROAD SECURITIES, § 121. However, the after acquired property must be included in the terms of the mortgage. Id. § 133. The right of the mortgagor to give a mortgage upon its after acquired rolling stock is, therefore, very plain, but whether such mortgage can become a lien upon the property of a consolidated company of which the mortgagor subsequently becomes a part, is a question presenting some difficulty. Authorities in point are very few. It is well settled that in case of consolidation there can be no loss of identity to prejudice the rights of prior creditors. *Central Ry. & Banking Co.* v. *Georgia,* 92 U. S. 665. The consolidated company cannot divert the dividends of the mortgagor into its own property and claim exemption. In *Hinchman* v. *Point Defiance Ry. Co.*, 14 Wash. 349, 44 Pac. 867, a mortgage given on a road, only part of which was constructed, was declared a lien upon improvements put upon an extension of said road by the vendees thereof. The principal case finds full support in *Hamlin* v. *Jerrard,* 72 Me. 62, upon which it largely relies. However, although the court in the principal case criticised as dictum the language of the court in *New York Sec. & Trust Co.* v. *Louisville, E. & St. L. Con. R. Co.*, 102 Fed. 382, that case seems to be an authority against it. There, in addition to seeking priority over the mortgagors of the consolidated company, the mortgagors of the constituent company sought to extend their lien, under a clause in the mortgage similar to the one at bar, to new equipment purchased by the consolidated company to replace the worn out cars of the constituent company. The court was thus called upon to, and did, decide that the after acquired property clause in the mortgage could rightly be construed "to extend only to property subsequently acquired by the mortgagor." Perhaps this case loses some of its force by reason of its reliance upon cases not in point.

MUNICIPAL CORPORATIONS—LIABILITY FOR INJURIES RESULTING FROM CIVIC BEAUTIFICATION.—Plaintiff city had provided for the "parking" of certain streets, by the planting of grass, flowers and shrubbery in the spaces between